

PRELIM



PRELIM
330 J. B. RNS
957-7607

HOME IMPROVEMENT AGREEMENT

THIS AGREEMENT is made at 8193 Glenburn St. N.W. North Canton , effective, July 17, 2014 by and between **BROOKSTONE GENERAL CONTRACTORS BY DESIGN, INC.**, (hereinafter the "Contractor"), and of Mr. Ron Fritz hereinafter the "Owner" whether one or more.)

1. **CONSTRUCTION:** Contractor shall furnish all labor, materials, equipment and supplies and do all things necessary for the construction, remodeling and/or home improvements for Owner located in the city/township/town of North Canton , County of and 8193 Glenburn St. N.W. North Canton (hereinafter the "Residence"), in accordance with the provisions of this Agreement.
2. **SPECIFICATIONS:** This Agreement governs the following construction, remodeling, and/or home improvements as identified below or as detailed in the Specifications dated July 17, 2014.

This is a copy of what Brookstone's contract looks like with a price for two different ways to do the additions being proposed. When it has been narrowed down to how Mr. Fritz would like to proceed with the project then much greater detail will be written in to the specifications section of the agreement.

The price for the addition with the full bathroom and linen closet and senior safety equipment.

Total \$48,876.19 (16'x 24') this also includes the deck.

The price for the addition just located in the garage portion of the job with bathroom etc. would be.

Total \$32,067.98

Siding the home and replacing the windows.

Total \$11,200.00

Siding the barn \$1,800.00

Cementing the driveway \$7,500.00

Without knowing exact items being used the price could go up or down a bit and if ever thing on the list including changing the interior doors a package deal would be around. \$82,187.23 including both additions.

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3. CONTRACT PRICE:

- (a) Owner shall pay Contractor the amount of \$000000000(hereinafter the "Contract Price"), in accordance with the provisions of this Agreement. (Subject to adjustment by any Change Order(s).)
- (b) Owner has deposited earnest money with Contractor in the sum of \$000000 this deposit shall be applied toward payment of the Contract Price.

Draw schedule as follows:

- (c) If Owner is not financing the construction, Owner shall pay Contractor the amount of \$ N/A, in equal monthly installments for a period of N/A months, due and payable on the N/A of each month. Owner shall pay interest in the amount of two percent (2%) per month for any amount not timely paid to Contractor.
- (d) Owner shall pay Contractor the amount of \$ N/A, which shall equal Contractor's Final Payment as specified in Paragraph 4 below. This amount may, however, be subject to adjustment by any Change Order(s).
- (e) If Owner shall obtain any construction financing for the Residence, Owner shall sign all vouchers, drafts or bank checks representing draws within twenty-four (24) hours after the funds have been approved for release by Owner's lending institution. Owner acknowledges that Owner's delay in signing any bank documents or in making timely payment(s) shall be grounds for Contractor to stop work, which work Contractor shall not recommence until Owner has promptly and properly executed all requisite bank documents and the funds have been appropriately released to Contractor. If Owner fails to execute a requisite draw form, Contractor may present to the Lender such draw request and promptly receive payment without Owner's consent or authorization. Neither Lender nor Contractor shall thereafter have any liability for the release of such draw.
- (f) If Owner shall personally finance all or any part of the construction of the Residence, then prior to Contractor's commencement of construction, Owner shall deposit with N/A, (hereinafter the "Escrow Agent"), the portion of the Contract Price being personally financed by Owner. Escrow Agent shall hold the deposited portion of the Contract Price in a passbook savings interest-bearing account under Owner's social security number. Owner shall be entitled to all interest earned on such sum and shall satisfy Escrow Agent's fee for escrow services.
- (g) If any payment is not timely made and Contractor is required to retain legal counsel to pursue collection, Owner hereby agrees to pay the attorney's fees and costs for Contractor's legal counsel.
- (h) Should Owner fail to make any payment when due, Contractor may immediately stop work until full payment is made.

- 4. FINAL PAYMENT:** Final payment shall be due and payable to Contractor upon Contractor's substantial completion of the work. Purchaser agrees to make full payment of the balance of the contract price within three (3) days of the date of such completion. In the event the Purchaser fails or refuses to pay the contract price or any part thereof as provided herein, Purchaser shall pay a charge of twenty-four percent (24%) per year on the unpaid balance from the date of Purchaser's failure to pay. All monies previously paid by the

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Purchaser shall be retained by the Contractor and applied to such charge which shall in no way prejudice the rights of the Contractor in any action for damages or specific performance. Purchaser shall not occupy the improved parts of the Residence until any requisite certificate of occupancy is issued by the appropriate governmental agency. Should Purchaser impermissibly occupy the Residence prior to the issuance of any such certificate, then Purchaser shall save and hold harmless Contractor for all fines, penalties, liabilities and/or expenses (inclusive of reasonable attorney's fees) imposed by any governmental agency or otherwise incurred by Contractor as a result thereof.

5. **CHANGE ORDERS:** Owner may from time to time: (a) make changes to the Specifications; (b) issue additional instructions; and/or, (c) require additional work or direct the omission of work previously ordered (hereinafter the "Change Order(s)"). The Owner shall be responsible to pay for any and all Change Orders authorized by Owner. Change Orders may be oral or in writing. Contractor shall not be obligated to secure a written Change Order from the Owner before doing the work but shall subsequently provide the Owner with the approximate and/or actual cost for the Change Order. Owner shall pay the Contractor for all Change Order work on a cost plus 20% basis. Payment shall be made within seven (7) days of receipt of the invoices from the Contractor documenting the Change Order work.
6. **SUBSTITUTIONS:** Should Contractor be unable to obtain any material(s) specified in any of the Specifications or Change Order(s), Contractor shall have the right to substitute comparable materials and such substitution shall not effect the Contract Price.
7. **INSURANCE:** Contractor shall obtain public liability insurance in a reasonable sum during the progress of the construction and shall also maintain insurance required under the Workmen's Compensation and other laws of the State of Ohio.

Contractor shall not be responsible for any loss due to fire, vandalism, weather or theft of any materials once delivered to the job site. Owner shall assume all responsibility for any such loss and Owner shall maintain insurance coverage to protect against the same. Owner waives any rights or claims Owner may have against Contractor for any personal injuries and/or property damages incurred by anyone on the property during the period of construction, and shall indemnify, defend and hold Contractor harmless from any claims asserted for such alleged injuries and/or damages. Contractor shall be named as a co-insured upon Owner's aforesaid insurance policy. Owner shall provide Contractor with evidence of the requisite insurance upon Owner's execution of this Agreement.

Contractor shall procure any and all necessary permits. The Contractor with regards to this contract will not pull or be responsible for obtaining any building permits what so ever. The Contractor during the performance of construction shall conform to all laws and ordinances which may be applicable thereto. Should the cost of any permit(s) increase over and above the price established at the time of the execution of this Agreement, Owner shall pay the increased cost of obtaining such permit(s) in addition to procuring any and all necessary permits.

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8. **ALLOWANCES:** Owner shall pay any and all costs in excess of the allowances set forth in this Agreement. Owner shall pay all such costs to Contractor and shall additionally provide Contractor with written authorization and consent in form and substance satisfactory to Contractor before Contractor shall order the material and/or commence with labor relating to work/ improvements for which costs exceed allowance(s). Owner shall not be charged an additional charge by Contractor for handling unless Owner's total charges for allowance items exceed twenty percent (20%) of the amount of the Owner allowances set forth herein. In the event that Owner's total cost for all allowance items exceed twenty percent (20%) of that amount then Owner shall pay Contractor a sum equal to fifteen percent (15%) of the amount in excess of the allowance amount. Owner acknowledges that such allowances are for both labor and material for each such allowance item.
9. **SITE PREPARATION:** Owner assumes sole responsibility for the compliance with set back and property use restrictions and location of the structures on the premises and shall indemnify and hold Contractor harmless for any and all damages and attorney fees arising there from. Owner acknowledges that if it becomes necessary to remove trees from the premises as part of the construction process, Owner shall be responsible for the cost of tree removal. All site preparation is to be handled by Owner unless stated otherwise in the SPECIFICATIONS. Owner agrees that if the site requires any excess excavation and/or wider footers or other additional work is required as a result of site conditions, Owner shall pay such additional cost upon invoicing from Contractor.
10. **GRADING/LANDSCAPING:** Owner shall be responsible for grading, including but not limited to, the finished grading, seeding, sodding, landscaping, and planting of trees unless stated otherwise in the SPECIFICATIONS.
- Any and all additional expense incurred during excavation due to rock or sandstone, muck, peat, loosely filled soil, underground water, sifting sand, or any unstable material, are not included in the Contract Price. Contractor has not and shall not conduct any soil studies or sampling at the premises and Owner, and not Contractor, shall be solely responsible for any construction defects or problems which relate to or arise from any problematic soil conditions. Owner shall conduct any soil testing and/or seek consultation with respect to soil conditions as Owner may desire. Additional labor and/or material made necessary by reason of deficiencies in soil conditions requiring extra footing, reinforcing, piers, concrete block, concrete walls shall be paid by the Owner in addition to the Contract Price. Owner shall pay Contractor additional charges based on actual cost of labor and materials plus 20%.
11. **EXCESS FILL DIRT:** In addition to the Contract Price, Owner shall be responsible for the expense of hauling fill dirt or other material, if necessary, to the premises and for hauling dirt or other materials away from the premises. Owner shall pay Contractor the additional charges based on actual cost of labor and material plus 15%.
12. **OWNER'S DEFAULT:** Owner represents that Owner is ready, willing and able to carry out the terms, provisions and conditions of this Agreement. Owner's refusal to fully and timely perform any of the terms of this Agreement shall result in Contractor, at Contractor's election, declaring this Agreement null and void, and Contractor shall have the right to bring any and all legal and/or equitable actions against Owner in conformity with Ohio law. Contractor shall additionally be entitled to retain Owner's deposit and recover all costs, losses, lost profits, damages and expenses incurred; including, but not limited to reasonable attorney's fees in the event of Owner's default.
13. **SUPERVISION:** Owner agrees that the direction and supervision of Contractor's working forces, including subcontractors, rest exclusively with Contractor. Owner shall not interfere with Contractor's working forces or subcontractors. Owner is not permitted, during this Contract; to perform any work at the Residence, or

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permit an agent that owner may hire, to perform any work at the Residence unless Owner receives the prior written consent of Contractor.

14. **COMMENCEMENT/COMPLETION:** Contractor shall commence with construction hereunder on or about _____. The job should take _____ to complete weather permitting and shall proceed diligently to complete the work. Contractor shall not be responsible for any delays to construction caused by Owner, Owner's agents, Acts of God, payment disputes, change orders, lender interference, weather conditions, soil conditions, strikes, material shortages, shipment delays, production delays, and/or any other matters or conditions beyond Contractor's reasonable control.

15. **CONTRACTOR'S WARRANTY AND LIMITATIONS:** Contractor shall provide Owner with a one (1) year limited warranty following the date upon which Owner takes possession of the Residence Improvement against defects in the quality of workmanship and materials. Contractor shall not be liable for any manufacturer's warranty for any and all appliances and equipment provided with and/or installed at the Residence; including, without limitation, any refrigerator, range, space heater, hot water heater, garbage disposal, ventilating fans, air conditioners, heating units, etc. Owner hereby releases Contractor from any and all liability from and after the one-year warranty period. Owner shall hold Contractor harmless from and after the expiration of the one-year warranty period from any and all claims, demands, actions or causes of actions brought by third-party suppliers, subcontractors, manufacturers and/or any other third party.

At all times during construction and on the eleven month anniversary of the walk-through or move-in, whichever is earlier, should Owner discover any defect in construction or material, then Owner shall prepare and provide Contractor with written lists, signed and dated by Owner (copy attached to Limited Warranty), specifically identifying items that need repaired or completed. Owner shall provide Contractor with a reasonable time to repair and complete these items, which should not be less than thirty (30) days. IT IS THE SOLE RESPONSIBILITY OF OWNER TO SUBMIT THE LIST PROVIDED ON THE LAST PAGE OF THE WARRANTY AT THE ELEVEN MONTH ANNIVERSARY OF THE MOVE-IN OR WALK-THROUGH, WHICHEVER IS EARLIER. FAILURE BY OWNER TO SUBMIT THIS FINAL LIST FOR APPROVAL TO CONTRACTOR PRIOR TO THE ELEVEN MONTH ANNIVERSARY FORFEITS THE RIGHT OF OWNER TO HAVE THE APPROVED WARRANTY WORK PERFORMED.

Contractor shall not be responsible for any: (a) damage due to ordinary wear and tear or abusive use, (b) defects that are the result of characteristics common to the materials used, (c) loss, injury or damages caused in any way by the weather or elements, (d) conditions resulting from condensation on, or expansion or contraction of, any materials, or (e) paint over newly-textured interior walls.

Contractor's warranties are not transferable and shall terminate upon Owner's resale or transfer of the Residence.

This warranty is in lieu of all other warranties, statutory or otherwise, express or implied, all the representations made by Contractor and all other obligations or liabilities respecting the Residence. Owner agrees that Owner must commence any and/or all claims which Owner may have against Contractor within a one (1) year period from and after the date upon which Owner takes possession of the Residence or Owner shall otherwise be forever barred from instituting any cause of action there for.

16. **PERSONAL PROPERTY:** Any and all personal property of Owner that is in or near a work area is the responsibility of such Owner and Contractor is not responsible for any damage to or the monetary or replacement value of said personal property, and agrees to indemnify, defend and hold Contractor harmless from any claims related to stolen, damaged or destroyed personal property.

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17. **INDEMNIFICATION:** Owner shall hold Contractor harmless and indemnify Contractor for any and all claims, actions, damages, or other liability, including, without limitation, attorney fees, professional witness fees, court costs, and other charges, arising out of or related to Owner's breach of any term or condition contained in this agreement.
18. **EXCESS MATERIALS :** Any materials left over upon completion of the Residence shall be deemed to be Contractor's property. Contractor may enter upon the premises to remove excess material(s) at all reasonable hours.
19. **NO WAIVER :** The failure of Contractor to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and/or conditions of this Agreement, shall not be construed as thereafter waiving any such terms and/or conditions or future breach, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.
20. **CONCRETE:** Cracks, chips, spalling, scaling and pitting in the concrete due to weather, salt damage, shrinkage, or any other cause are not the responsibility of Contractor.
21. **PAINTING:** Contractor should not be liable for cracks and other defects caused by the expansion and contraction of joints in the woodworking and trim resulting from seasonal changes in the weather.
22. **DEPOSIT:** The Owner has deposited with Contractor the sum of , which the parties agree shall be held in escrow and applied on the purchase price when the transaction is closed; or, if the Contractor fails or refuses to perform the Contractor's part of this Contract, the Deposit shall be returned to Owner, as Owner's sole and exclusive remedy; or, if the Owner fails or refuses to perform the Owner's part of this contract, said deposit shall be retained by Contractor but such retention shall not in any way prejudice the rights of the Contractor in any action for damages or a suit for specific performance.
23. **CLEAN UP:** Contractor will leave the job broom clean each day and trash will be hauled away as needed (when a 10 yd. Truck may be filled). At the end of the project, all trash and materials not used on the job will be removed. Owner is responsible for final cleaning including, but not limited to, dusting, cleaning of fixtures, wiping and cleaning cabinets, floor sweeping or mopping, cleaning of any dust or dirt that may have blown through the house, cleaning or changing filters in the heating and cooling system, cleaning of the HVAC itself, windows, drapes, window treatments, etc. Contractor will make every effort to limit dust and debris to the work area, but by no means will it guarantee there will not be dirt or dust that may filter into those areas of the Residence where construction is not occurring.
24. **DUST AND DIRT CONTAINMENT:** Contractor will lay cloth tarps on floors from the entry place to the work place. Plastic dust walls will be hung if possible. 30 gallon trash containers will be on the job site for small debris. Contractor will make every effort to keep the job site clean; however, there are no warranties or guarantees provided as to dust/dirt. Any additional requests by Owner, such as covering any furniture or removing furnish or accessories must be put in writing and made part of this Agreement and will be charged for accordingly.
25. **PHONE:** Owner agrees to allow reasonable phone access to Contractor to make and receive local calls.
26. **LAVATORY:** Owner agrees to provide a lavatory designated for use by Contractor's employees and its sub-contractors for the duration of construction. If not provided, Contractor will provide a Porta-John at Owner's expense. Price will be based on a local supplier and paid directly to the supplier by the Owner.

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27. **LUNCH AREA:** If workers are to eat at the Residence and Owner wishes them to eat in a particular spot, Owner must designate that location in writing before construction begins.
28. **PARKING:** Parking of vehicles will be in Owner's drive or in front of Owner's Residence. It is Owner's responsibility to provide neighbors with notice of any inconvenience.
29. **MATERIALS/EQUIPMENT:** It is the Owner's responsibility to provide a location, such as a garage, for materials, equipment that needs to be stored on site.
30. **SIGNS:** Owner agrees to allow Contractor to place a sign from Contractor on Owner's Premises. No other sign will be permitted during construction and for a period of 60 days following completion of construction (with the exception of a real estate sign).
31. **ACCESS TO RESIDENCE:** There must be a door or doors provided for entry to the Residence. A key or a house sitter must be provided Monday through Friday 8 a.m. to 5 p.m. and Saturdays by the request of Contractor. If a key is provided, the only people that will have access to it will be the Contractor's foreman and Contractor's sales person. If construction is delayed due to no access, Owner will be assessed a fee of \$29.00 per hour per man until access is provided.
32. **DRIVEWAY/SIDEWALKS/ACCESS:** Owner hereby expressly and unconditionally allows Contractor and its material men and subcontractors, the right to drive over driveways and sidewalks with their trucks, backhoe, concrete trucks, delivery trucks, etc. Unfortunately, this may result in cracks or other damage. If this does occur, Contractor will have it repaired at Owner's expense. Contractor does not guarantee/warranty against cracks and/or other defects. In the event these conditions do occur, the repair will be done as a change order to the Contract. If access to a Residence involves crossing over (or partially crossing over) another property, it is the Owner's responsibility to obtain written permission from the Property owner to allow for such access. Owner hereby agrees to pay for any grounds or landscaping repairs that may be needed, and agrees to indemnify, defend and hold Contractor harmless from any claims that may be asserted by such property owner.
33. **LANDSCAPING AND DRAINAGE:** It is the Owner's responsibility to make all yard repairs and underground drainage repairs, if necessary. All trees, shrubs, flowers and/or landscaping that are to be moved are the responsibility of the Owner. Contractor may move them with a backhoe but takes no responsibility for damage or death to the plantings. Contractor will rough grade the area being worked. All other landscaping and finish grading must be in writing and noted in the Specifications. Owner agrees that Contractor will not be responsible/liable in any manner whatsoever for the damage and/or death to any plantings or landscaping.
34. **LEAD BASED PAINT DISCLOSURE:** Owner hereby acknowledges receipt and review of the pamphlet "Protect Your Family From Lead In Your Home". Alternatively, Owner hereby acknowledges that Owner's Residence was constructed after January 1, 1978. Initials _____
35. **MODIFICATION:** Any modification of this Agreement other than as specified herein and/or any Contract Documents shall be binding only if evidenced in writing signed by both Owner and Contractor or an authorized representative of either.
36. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire agreement and understanding between Owner and Contractor and any prior understandings or representations of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent the same is/are incorporated within this Agreement.

BROOKSTONE GENERAL CONTRACTORS BY DESIGN, INC.

Contractor and Owner acknowledge that there are no covenants, representations, warranties, agreements, or conditions, either expressed or implied, which in any way affect, or are a part of, or relate to this Agreement, except for those expressly set forth herein above.

37. **OHIO LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

OWNERS:

**BOOKSTONE GENERAL CONTRACTORS
BY DESIGN, INC.**

(Signature)

Dated: _____

(Signature)

Dated: _____

By: _____

Dated: _____

CURRENT

OUTSIDE

Bricks??

Siding, soffits, gutters and spouting

Windows and doors

Current bathroom window - out, downsize or skylight??

Gable vents and/or Additional roof vents??

REMOVE OLD
SIDING
WRAP HOME

INSIDE

Current bath - repair and tile/enclosure bath area

Add Senior safety equipment (bars and floor)

ADDITION

^{no}
All doors/doorways 32" (walker/wheelchair)

BATHROOM

Full bath with walk-in shower with seat

Linen closet

Senior safety equipment (bars and floor)

LAUNDRY ROOM

Gas hook-up for dryer

Utility sink

PANTRY

Walk-in

Open Adjustable shelves

"L" RANCH

MUD ROOM/HALLWAY FROM GARAGE

Closets for coats and shoes

BONUS ROOM (TV and treadmill)

Sliding door

Stoop or stairs from door to back yard

GENERAL

Upgrade electric to 200 AMP

Insulate ALL Attic Living areas - New and Old

New kitchen floor that flows into new addition

Skylights?

HVAC ?

OPTIONAL

Cement remainder of driveway and walks

Deck off of dinning room

Sun Room / Florida Room (3 season) at rear of home off of dinning ro

OTHER

ESTIMATES BY:

1. Bath, Laundry and Pantry
2. Bath, Laundry and Pantry w/Mud Room and Bonus Room
3. Deck (off of dinning room)
4. Sun Room/Florida Room (3 season)(off of dinning room)
5. Cement remainder of driveway and walks
6. Side barn

New Garage Door from Callahan's

Permits

Insurance

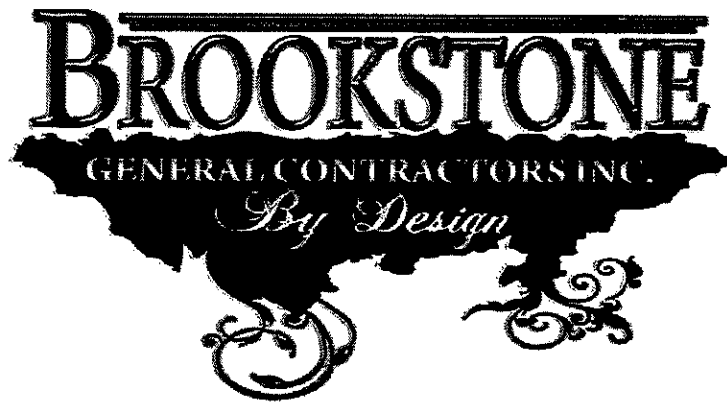
How long

Start date

Warranty

List of previous customers

BROOKSTONE GENERAL CONTRACTORS BY DESIGN, INC.



HOME IMPROVEMENT AGREEMENT

THIS AGREEMENT is made at 8193 Glenburn St. N.W. North Canton , effective, October 4, 2014 by and between **BROOKSTONE GENERAL CONTRACTORS BY DESIGN, INC.**, (hereinafter the "Contractor"), and of Mr. Ron Fritz hereinafter the "Owner" whether one or more.)

1. **CONSTRUCTION:** Contractor shall furnish all labor, materials, equipment and supplies and do all things necessary for the construction, remodeling and/or home improvements for Owner located in the city/township/town of North Canton , County of and 8193 Glenburn St. N.W. North Canton (hereinafter the "Residence"), in accordance with the provisions of this Agreement.
2. **SPECIFICATIONS:** This Agreement governs the following construction, remodeling, and/or home improvements as identified below or as detailed in the Specifications dated October 4, 2014.

Brookstone G.C. By Design Inc. will make the following alterations to the above listed address. All of the basic information of design and layout are located on the blue print. Some of the other specification is listed below.

Family room

The family room will be built to specifications located on the blue print. The room will be built with a crawl space under it with at least 3.5 feet of clearance to the bottom of the floor joist. The floor joist will be sized accordingly to allow for a smooth transition from one room to another so there is no step up or step down to any other rooms. The floor will have a ¾ inch OSB sub floor nailed and glued over the new floor joist. The walls will be constructed of 2x6x92 5/8 walls studs. This is so the finished ceiling height will be 8' feet tall. The ceiling will be a flat ceiling or cathedral by way of trusses. There is no price different to the homeowner if they decide they would like cathedral ceilings in the family room. The room will have a total of four windows 36" x 48" double hung vinyl tilt in windows with half or full screens whichever the homeowner chooses. Also one 5' or 6' set of French doors made by Reliabuilt a Lowes brand door. The windows and the doors will have no grids. The walls will be primed and painted one color but two coats of paint to help insure coverage. The window will have real wood around them on the inside jams no drywall returns will be used Brookstone feels it looks to cheap that way. The trim being used in the room will be colonial pre-primed white trim. It will also be painted white or and off white. The floor covering for the room can be a stain master carpet samples to be provided by Brookstone. Or a \$3.00 dollar flooring allowance can be used if another type of floor is desired for the room. The outside of the building will be finished off using the same new siding being installed on the main home.

New Garage

The garage will be built also to specifications on the blue print. The garage door the homeowner already has and is going to order another panel for it to make the door 8' tall. The homeowner also already

Brook Stone is installing the Garage Door. or 0 again JLB

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has the installation of the door covered. The garage will be framed with 2x4 constructions for the walls and a flat ceiling for the garage using one piece trusses will be used. No windows will be installed in the garage but a man door raised panel will be used. Incidentally Brookstone does not normally insulate a garage but will be doing so for this particular homeowner. A new concrete floor will be installed for the new garage area. The garage will be finished off on the exterior to match the rest of the home's new exterior. The garage will be wired to code and also will have a place for the garage door opener to be wired. The homeowner is having a garage opener installed with new door.

New bathroom

The bathroom will be constructed to the layout on the print. The tub unit will be white in color and be a one piece unit. The vanity will either be white or oak and will be a 30 inch to 36 inch vanity with a white one piece marble top. The faucets for the bathroom will be chrome. Towel, toilet paper, and any other bars for the bathroom the homeowners can purchase and Brookstone will install them. The shower will be equipment for a shower curtain if shower doors are desired that will be an extra charge above and beyond the price of the contract. The flooring for the bathroom can be tile a \$2.50 a square foot allowance will be allotted for the bathroom floor. 12 x 12 inch tiles are the standard if smaller tiles are desired then that would be an upcharge for labor to install them. There will also be a small closet in the bathroom located to the left of the sink it will have a 16" two panel raised door to match the other doors in the addition and also have 4 wire shelves 16 inches deep located in it. The bathroom will also be painted any one color that is desired.

Bathroom (main home)

Brookstone is going to install a new tub in the main bathroom. It will be a white tub. Brookstone is trying to fit a one piece tub into the bathroom and is willing to cut the back wall of the home out in order to get the new unit in. However if there are a lot of mechanicals to move out of the way then a two or three piece tub unit will have to be used instead of the one piece. The only thing being done in the main bathroom is the tub nothing else is being remodeled in the bathroom.

Laundry room

The laundry room will be built to specification of the blue prints. It will have a utility tube build into a cabinet next to the washer and dryer. And have upper and lower stock cabinets from Lowes installed. These cabinets will be white in color. Or there is a stained stock cabinet that Lowes carry's that Brookstone will show the homeowner. The flooring can also be tile and have the same allowance as the rest of the tile \$2.50 a square foot. Please keep in mind that the labor to install the floor is already included in the price of the contract.

Pantry

The pantry will be built to specification and have 4 rows of wire shelving installed in the shape of an L. The shelving will be going to the long wall into the corner then run into the wall that is at a 22 degree angle. Shelving will not be installed on the angel wall.

New siding

The new siding will be double 4 Dutch lap siding and from KayCan Ltd. A sample of the siding will be provided in order to choose a color.

New windows

The new windows will be double hung tilt in windows. No grids but will have low E. the windows will all be new construction windows in order for them all to match. The nailing flanges will have window tape installed over them to help ensure a good seal before the siding is installed.

New roof

The new roof will have 30 year shingles and have a ridge vent installed across the entire roof line two feet from each end of the roof.

New Deck

The new deck will be constructed of treated lumber and measure 16 x 20 feet. The deck will be laid out and the homeowner will be shown what it will look like before it is built.

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JLB

Concrete drive

The driveway way area that will be left leading up to the garage which is estimated to be 10 feet wide will have concrete poured all the way down to the road. If an asphalt apron is required by the country that would be an extra charge or in fact the county might do that for free.

20 on front width

New furnace & Air

The new furnace will be a Goodman brand, York, or Amana with air. This will depend of which company Brookstone uses do to availability at the time the work is ready to be done. Brookstone will provide the homeowner with all the paper work it is believed that a 5 to 10 year warranty comes with the furnace and air unit.

3. CONTRACT PRICE:

- (a) Owner shall pay Contractor the amount of \$83,854.23(hereinafter the "Contract Price"), in accordance with the provisions of this Agreement. (Subject to adjustment by any Change Order(s).)
- (b) Owner has deposited earnest money with Contractor in the sum of \$15,000.00 this deposit shall be applied toward payment of the Contract Price.

Draw schedule as follows:

Down payment	\$15,000.00
1 st draw is due after the foundations are in	\$10,000.00
2 nd draw is due after the rough framing of addition is completed.	\$14,000.00
3 rd draw is due after the mechanicals are roughed in	\$ 8,000.00
4 th draw is due after the insulation has been installed	\$ 8,000.00
5 th draw is due after the drywall has been installed.	\$10,000.00
6 th draw is due after the priming and painting is completed.	\$ 7,000.00
7 th draw is due after the trim has been installed.	\$ 5,000.00
8 th draw is due after finish mechanicals	\$ 3,427.11
9 th draw is due at completion	\$ 3,427.11

- (c) If Owner is not financing the construction, Owner shall pay Contractor the amount of \$ N/A, in equal monthly installments for a period of N/A months, due and payable on the N/A of each month. Owner shall pay interest in the amount of two percent (2%) per month for any amount not timely paid to Contractor.
- (d) Owner shall pay Contractor the amount of \$ N/A, which shall equal Contractor's Final Payment as specified in Paragraph 4 below. This amount may, however, be subject to adjustment by any Change Order(s).
- (e) If Owner shall obtain any construction financing for the Residence, Owner shall sign all vouchers, drafts or bank checks representing draws within twenty-four (24) hours after the funds have been approved for release by Owner's lending institution. Owner acknowledges that Owner's delay in signing any bank documents or in making timely payment(s) shall be grounds for Contractor to stop work, which work Contractor shall not recommence until Owner has promptly and properly executed all requisite bank documents and the funds have been appropriately released to Contractor.

BROOKSTONE GENERAL CONTRACTORS BY DESIGN, INC.

If Owner fails to execute a requisite draw form, Contractor may present to the Lender such draw request and promptly receive payment without Owner's consent or authorization. Neither Lender nor Contractor shall thereafter have any liability for the release of such draw.

- (f) If Owner shall personally finance all or any part of the construction of the Residence, then prior to Contractor's commencement of construction, Owner shall deposit with NVA, (hereinafter the "Escrow Agent"), the portion of the Contract Price being personally financed by Owner. Escrow Agent shall hold the deposited portion of the Contract Price in a passbook savings interest-bearing account under Owner's social security number. Owner shall be entitled to all interest earned on such sum and shall satisfy Escrow Agent's fee for escrow services.
- (g) If any payment is not timely made and Contractor is required to retain legal counsel to pursue collection, Owner hereby agrees to pay the attorney's fees and costs for Contractor's legal counsel.
- (h) Should Owner fail to make any payment when due, Contractor may immediately stop work until full payment is made.

4. **FINAL PAYMENT:** Final payment shall be due and payable to Contractor upon Contractor's substantial completion of the work. Purchaser agrees to make full payment of the balance of the contract price within three (3) days of the date of such completion. In the event the Purchaser fails or refuses to pay the contract price or any part thereof as provided herein, Purchaser shall pay a charge of twenty-four percent (24%) per year on the unpaid balance from the date of Purchaser's failure to pay. All monies previously paid by the Purchaser shall be retained by the Contractor and applied to such charge which shall in no way prejudice the rights of the Contractor in any action for damages or specific performance. Purchaser shall not occupy the improved parts of the Residence until any requisite certificate of occupancy is issued by the appropriate governmental agency. Should Purchaser impermissibly occupy the Residence prior to the issuance of any such certificate, then Purchaser shall save and hold harmless Contractor for all fines, penalties, liabilities and/or expenses (inclusive of reasonable attorney's fees) imposed by any governmental agency or otherwise incurred by Contractor as a result thereof.

5. **CHANGE ORDERS:** Owner may from time to time: (a) make changes to the Specifications; (b) issue additional instructions; and/or, (c) require additional work or direct the omission of work previously ordered (hereinafter the "Change Order(s)"). The Owner shall be responsible to pay for any and all Change Orders authorized by Owner. Change Orders may be oral or in writing. Contractor shall not be obligated to secure a written Change Order from the Owner before doing the work but shall subsequently provide the Owner with the approximate and/or actual cost for the Change Order. Owner shall pay the Contractor for all Change Order work on a cost plus 20% basis. Payment shall be made within seven (7) days of receipt of the invoices from the Contractor documenting the Change Order work.

6. **SUBSTITUTIONS:** Should Contractor be unable to obtain any material(s) specified in any of the Specifications or Change Order(s), Contractor shall have the right to substitute comparable materials and such substitution shall not effect the Contract Price.

7. **INSURANCE:** Contractor shall obtain public liability insurance in a reasonable sum during the progress of the construction and shall also maintain insurance required under the Workmen's Compensation and other laws of the State of Ohio.

Contractor shall not be responsible for any loss due to fire, vandalism, weather or theft of any materials once delivered to the job site. Owner shall assume all responsibility for any such loss and Owner shall maintain insurance coverage to protect against the same. Owner waives any rights or claims Owner may

BROOKSTONE GENERAL CONTRACTORS BY DESIGN, INC.

have against Contractor for any personal injuries and/or property damages incurred by anyone on the property during the period of construction, and shall indemnify, defend and hold Contractor harmless from any claims asserted for such alleged injuries and/or damages. Contractor shall be named as a co-insured upon Owner's aforesaid insurance policy. Owner shall provide Contractor with evidence of the requisite insurance upon Owner's execution of this Agreement.

Contractor shall procure any and all necessary permits. The Contractor with regards to this contract will not pull or be responsible for obtaining any building permits what so ever. The Contractor during the performance of construction shall conform to all laws and ordinances which may be applicable thereto. Should the cost of any permit(s) increase over and above the price established at the time of the execution of this Agreement, Owner shall pay the increased cost of obtaining such permit(s) in addition to procuring any and all necessary permits.

8. **ALLOWANCES:** Owner shall pay any and all costs in excess of the allowances set forth in this Agreement. Owner shall pay all such costs to Contractor and shall additionally provide Contractor with written authorization and consent in form and substance satisfactory to Contractor before Contractor shall order the material and/or commence with labor relating to work/ improvements for which costs exceed allowance(s). Owner shall not be charged an additional charge by Contractor for handling unless Owner's total charges for allowance items exceed twenty percent (20%) of the amount of the Owner allowances set forth herein. In the event that Owner's total cost for all allowance items exceed twenty percent (20%) of that amount then Owner shall pay Contractor a sum equal to fifteen percent (15%) of the amount in excess of the allowance amount. Owner acknowledges that such allowances are for both labor and material for each such allowance item.
9. **SITE PREPARATION:** Owner assumes sole responsibility for the compliance with set back and property use restrictions and location of the structures on the premises and shall indemnify and hold Contractor harmless for any and all damages and attorney fees arising there from. Owner acknowledges that if it becomes necessary to remove trees from the premises as part of the construction process, Owner shall be responsible for the cost of tree removal. All site preparation is to be handled by Owner unless stated otherwise in the SPECIFICATIONS. Owner agrees that if the site requires any excess excavation and/or wider footers or other additional work is required as a result of site conditions, Owner shall pay such additional cost upon invoicing from Contractor.
10. **GRADING/LANDSCAPING:** Owner shall be responsible for grading, including but not limited to, the finished grading, seeding, sodding, landscaping, and planting of trees unless stated otherwise in the SPECIFICATIONS.

Any and all additional expense incurred during excavation due to rock or sandstone, muck, peat, loosely filled soil, underground water, sifting sand, or any unstable material, are not included in the Contract Price. Contractor has not and shall not conduct any soil studies or sampling at the premises and Owner, and not Contractor, shall be solely responsible for any construction defects or problems which relate to or arise from any problematic soil conditions. Owner shall conduct any soil testing and/or seek consultation with respect to soil conditions as Owner may desire. Additional labor and/or material made necessary by reason of deficiencies in soil conditions requiring extra footing, reinforcing, piers, concrete block, concrete walls shall be paid by the Owner in addition to the Contract Price. Owner shall pay Contractor additional charges based on actual cost of labor and materials plus 20%.

BROOKSTONE GENERAL CONTRACTORS BY DESIGN, INC.

11. **EXCESS FILL DIRT:** In addition to the Contract Price, Owner shall be responsible for the expense of hauling fill dirt or other material, if necessary, to the premises and for hauling dirt or other materials away from the premises. Owner shall pay Contractor the additional charges based on actual cost of labor and material plus 15%.
12. **OWNER'S DEFAULT:** Owner represents that Owner is ready, willing and able to carry out the terms, provisions and conditions of this Agreement. Owner's refusal to fully and timely perform any of the terms of this Agreement shall result in Contractor, at Contractor's election, declaring this Agreement null and void, and Contractor shall have the right to bring any and all legal and/or equitable actions against Owner in conformity with Ohio law. Contractor shall additionally be entitled to retain Owner's deposit and recover all costs, losses, lost profits, damages and expenses incurred; including, but not limited to reasonable attorney's fees in the event of Owner's default.
13. **SUPERVISION:** Owner agrees that the direction and supervision of Contractor's working forces, including subcontractors, rest exclusively with Contractor. Owner shall not interfere with Contractor's working forces or subcontractors. Owner is not permitted, during this Contract; to perform any work at the Residence, or permit an agent that owner may hire, to perform any work at the Residence unless Owner receives the prior written consent of Contractor.
14. **COMMENCEMENT/COMPLETION:** Contractor shall commence with construction hereunder on or about _____. The job should take _____ to complete weather permitting and shall proceed diligently to complete the work. Contractor shall not be responsible for any delays to construction caused by Owner, Owner's agents, Acts of God, payment disputes, change orders, lender interference, weather conditions, soil conditions, strikes, material shortages, shipment delays, production delays, and/or any other matters or conditions beyond Contractor's reasonable control.
15. **CONTRACTOR'S WARRANTY AND LIMITATIONS:** Contractor shall provide Owner with a one ~~(1)~~ ^{LIFE} year limited warranty following the date upon which Owner takes possession of the Residence Improvement against defects in the quality of workmanship and materials. Contractor shall not be liable for any manufacturer's warranty for any and all appliances and equipment provided with and/or installed at the Residence; including, without limitation, any refrigerator, range, space heater, hot water heater, garbage disposal, ventilating fans, air conditioners, heating units, etc. Owner hereby releases Contractor from any and all liability from and after the one-year warranty period. Owner shall hold Contractor harmless from and after the expiration of the one-year warranty period from any and all claims, demands, actions or causes of actions brought by third-party suppliers, subcontractors, manufacturers and/or any other third party.

At all times during construction and on the eleven month anniversary of the walk-through or move-in, whichever is earlier, should Owner discover any defect in construction or material, then Owner shall prepare and provide Contractor with written lists, signed and dated by Owner (copy attached to Limited Warranty), specifically identifying items that need repaired or completed. Owner shall provide Contractor with a reasonable time to repair and complete these items, which should not be less than thirty (30) days. IT IS THE SOLE RESPONSIBILITY OF OWNER TO SUBMIT THE LIST PROVIDED ON THE LAST PAGE OF THE WARRANTY AT THE ELEVEN MONTH ANNIVERSARY OF THE MOVE-IN OR WALK-THROUGH, WHICHEVER IS EARLIER. FAILURE BY OWNER TO SUBMIT THIS FINAL LIST FOR APPROVAL TO CONTRACTOR PRIOR TO THE ELEVEN MONTH ANNIVERSARY FORFEITS THE RIGHT OF OWNER TO HAVE THE APPROVED WARRANTY WORK PERFORMED.

Contractor shall not be responsible for any: (a) damage due to ordinary wear and tear or abusive use, (b) defects that are the result of characteristics common to the materials used, (c) loss, injury or damages

BROOKSTONE GENERAL CONTRACTORS BY DESIGN, INC.

caused in any way by the weather or elements, (d) conditions resulting from condensation on, or expansion or contraction of, any materials, or (e) paint over newly-textured interior walls.

Contractor's warranties are not transferable and shall terminate upon Owner's resale or transfer of the Residence.

This warranty is in lieu of all other warranties, statutory or otherwise, express or implied, all the representations made by Contractor and all other obligations or liabilities respecting the Residence. Owner agrees that Owner must commence any and/or all claims which Owner may have against Contractor within a one (1) year period from and after the date upon which Owner takes possession of the Residence or Owner shall otherwise be forever barred from instituting any cause of action there for.

16. **PERSONAL PROPERTY**: Any and all personal property of Owner that is in or near a work area is the responsibility of such Owner and Contractor is not responsible for any damage to or the monetary or replacement value of said personal property, and agrees to indemnify, defend and hold Contractor harmless from any claims related to stolen, damaged or destroyed personal property.
17. **INDEMNIFICATION**: Owner shall hold Contractor harmless and indemnify Contractor for any and all claims, actions, damages, or other liability, including, without limitation, attorney fees, professional witness fees, court costs, and other charges, arising out of or related to Owner's breach of any term or condition contained in this agreement.
18. **EXCESS MATERIALS** : Any materials left over upon completion of the Residence shall be deemed to be Contractor's property. Contractor may enter upon the premises to remove excess material(s) at all reasonable hours.
19. **NO WAIVER** : The failure of Contractor to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and/or conditions of this Agreement, shall not be construed as thereafter waiving any such terms and/or conditions or future breach, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.
20. **CONCRETE**: Cracks, chips, spalling, scaling and pitting in the concrete due to weather, salt damage, shrinkage, or any other cause are not the responsibility of Contractor.
21. **PAINTING**: Contractor should not be liable for cracks and other defects caused by the expansion and contraction of joints in the woodworking and trim resulting from seasonal changes in the weather.
22. **DEPOSIT**: The Owner has deposited with Contractor the sum of , which the parties agree shall be held in escrow and applied on the purchase price when the transaction is closed; or, if the Contractor fails or refuses to perform the Contractor's part of this Contract, the Deposit shall be returned to Owner, as Owner's sole and exclusive remedy; or, if the Owner fails or refuses to perform the Owner's part of this contract, said deposit shall be retained by Contractor but such retention shall not in any way prejudice the rights of the Contractor in any action for damages or a suit for specific performance.
23. **CLEAN UP**: Contractor will leave the job broom clean each day and trash will be hauled away as needed (when a 10 yd. Truck may be filled). At the end of the project, all trash and materials not used on the job will be removed. Owner is responsible for final cleaning including, but not limited to, dusting, cleaning of fixtures, wiping and cleaning cabinets, floor sweeping or mopping, cleaning of any dust or dirt that may have blown through the house, cleaning or changing filters in the heating and cooling system, cleaning of the HVAC itself, windows, drapes, window treatments, etc. Contractor will make every effort to limit dust

BROOKSTONE GENERAL CONTRACTORS BY DESIGN, INC.

and debris to the work area, but by no means will it guarantee there will not be dirt or dust that may filter into those areas of the Residence where construction is not occurring.

24. **DUST AND DIRT CONTAINMENT:** Contractor will lay cloth tarps on floors from the entry place to the work place. Plastic dust walls will be hung if possible. 30 gallon trash containers will be on the job site for small debris. Contractor will make every effort to keep the job site clean; however, there are no warranties or guarantees provided as to dust/dirt. Any additional requests by Owner, such as covering any furniture or removing furnish or accessories must be put in writing and made part of this Agreement and will be charged for accordingly.
25. **PHONE:** Owner agrees to allow reasonable phone access to Contractor to make and receive local calls.
26. **LAVATORY:** Owner agrees to provide a lavatory designated for use by Contractor's employees and its sub-contractors for the duration of construction. If not provided, Contractor will provide a Porta-John at Owner's expense. Price will be based on a local supplier and paid directly to the supplier by the Owner.
27. **LUNCH AREA:** If workers are to eat at the Residence and Owner wishes them to eat in a particular spot, Owner must designate that location in writing before construction begins.
28. **PARKING:** Parking of vehicles will be in Owner's drive or in front of Owner's Residence. It is Owner's responsibility to provide neighbors with notice of any inconvenience.
29. **MATERIALS/EQUIPMENT:** It is the Owner's responsibility to provide a location, such as a garage, for materials, equipment that needs to be stored on site.
30. **SIGNS:** Owner agrees to allow Contractor to place a sign from Contractor on Owner's Premises. No other sign will be permitted during construction and for a period of 60 days following completion of construction (with the exception of a real estate sign).
31. **ACCESS TO RESIDENCE:** There must be a door or doors provided for entry to the Residence. A key or a house sitter must be provided Monday through Friday 8 a.m. to 5 p.m. and Saturdays by the request of Contractor. If a key is provided, the only people that will have access to it will be the Contractor's foreman and Contractor's sales person. If construction is delayed due to no access, Owner will be assessed a fee of \$29.00 per hour per man until access is provided.
32. **DRIVEWAY/SIDEWALKS/ACCESS:** Owner hereby expressly and unconditionally allows Contractor and its material men and subcontractors, the right to drive over driveways and sidewalks with their trucks, backhoe, concrete trucks, delivery trucks, etc. Unfortunately, this may result in cracks or other damage. If this does occur, Contractor will have it repaired at Owner's expense. Contractor does not guarantee/warranty against cracks and/or other defects. In the event these conditions do occur, the repair will be done as a change order to the Contract. If access to a Residence involves crossing over (or partially crossing over) another property, it is the Owner's responsibility to obtain written permission from the Property owner to allow for such access. Owner hereby agrees to pay for any grounds or landscaping repairs that may be needed, and agrees to indemnify, defend and hold Contractor harmless from any claims that may be asserted by such property owner.
33. **LANDSCAPING AND DRAINAGE:** It is the Owner's responsibility to make all yard repairs and underground drainage repairs, if necessary. All trees, shrubs, flowers and/or landscaping that are to be moved are the responsibility of the Owner. Contractor may move them with a backhoe but takes no responsibility for damage or death to the plantings. Contractor will rough grade the area being worked. All other landscaping and finish grading must be in writing and noted in the Specifications. Owner agrees that Contractor will not be responsible/liable in any manner whatsoever for the damage and/or death to any plantings or landscaping.

BROOKSTONE GENERAL CONTRACTORS BY DESIGN, INC.

34. **LEAD BASED PAINT DISCLOSURE:** Owner hereby acknowledges receipt and review of the pamphlet "Protect Your Family From Lead In Your Home". Alternatively, Owner hereby acknowledges that Owner's Residence was constructed after January 1, 1978. Initials _____

35. **MODIFICATION:** Any modification of this Agreement other than as specified herein and/or any Contract Documents shall be binding only if evidenced in writing signed by both Owner and Contractor or an authorized representative of either.

36. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire agreement and understanding between Owner and Contractor and any prior understandings or representations of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent the same is/are incorporated within this Agreement.

Contractor and Owner acknowledge that there are no covenants, representations, warranties, agreements, or conditions, either expressed or implied, which in any way affect, or are a part of, or relate to this Agreement, except for those expressly set forth herein above.

37. **OHIO LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

OWNERS:

**BOOKSTONE GENERAL CONTRACTORS
BY DESIGN, INC.**

(Signature)

Dated: _____

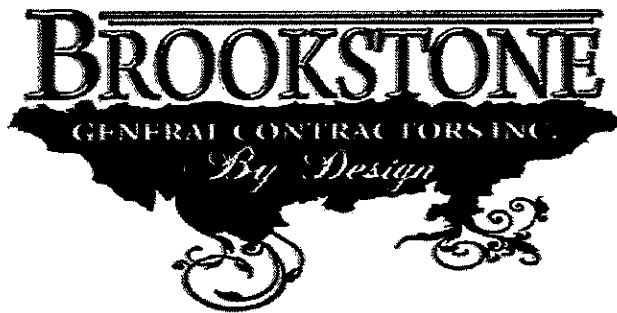
(Signature)

Dated: _____

By: BrookStone GC By Design
James Burns President

Dated: OCT 4, 2004

Addition Work Authorization Form



Ron Fritz

330-327-0791

3/25/2015

Owner's Name

Phone

Date

Bathroom remodel

Street

Job Description

Akron

Ohio

City

State

You are authorizing the following specifically described work:

Brookstone G.C. By Design Inc. is prepare to perform an entire remodel on the bathroom in the home in this is in addition to the original contract. The following items are going to be purchased and some have already been ordered for the homeowner. New vanity VSB2435NBS 24" base and VDB1235NBS 12" drawers on the top right side of the new vanity. Also Brookstone G.C. By Design Inc. will check to ensure clearance for the draws around the door casing. Faucet (Delta) stainless steel HD 1000-055-596, new vanity light Brushed nickel HD 610-563, medicine cabinet Kohler recessed in the wall. There maybe mechanicals that need to be moved while trying to cut a space in the wall for the recessed cabinet. Showerhead Delta Lowes 385487, Flooring 12"x12" Del Conca Roman Stone Noce 235890. Towel bar/towel Ring/TP Holder all HD 138295 3 pc bath set, 103330 Robe Hook, 457835 24" towel bar. Shower Curtain Rod Brushed Nickel Lowes 288672, Safety Bars. This also includes the vanity top that was picked out by the homeowner.

Brookstone G.C. By Design Inc. will supplies all necessary materials to complete the job and install all the above listed items and provide all necessary bracing such as for the grab bar. The entire bathroom will be painted all one color with mold resistant/moisture paint. The price below includes all materials and labor to complete the job this also includes a \$200.00 dollar allowance for a new comfort height elongated toilet. This also includes removing the upper cabinets and repairing the walls where necessary.

Additional charge for the work is: \$4,432.78

Payment will be made as follows: All change order due and payable before work is to begin.

Above work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date March 30, 2015

Authorizing Signature

We hereby agree to supply labor and materials to complete the above-specified work, at above state price.

Authorizing Signature

Date

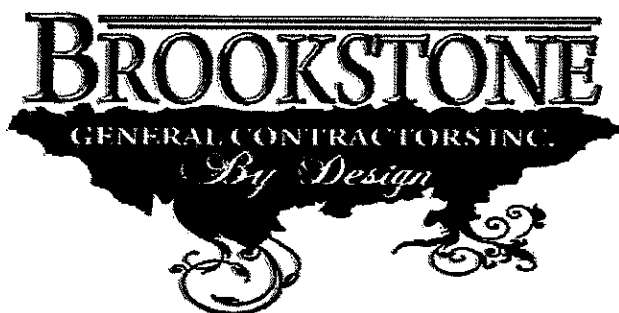
Change order No.

the existing contract.

Note: This revision becomes part of and in conformance with

All change orders are due and payable upon signing of the change order

Addition Work Authorization Form



Ron Fritz	330-327-0791	April 5, 2005
Owner's Name	Phone	Date
8193 Glenburn Street N.W.	Panel Change	
Street	Job Description	
North Canton	Ohio	
City	State	

You are authorizing the following specifically described work:

Brookstone G.C. By Design Inc. will be changing the current electrical box and updating it to a 200-amp service using square D breakers and a new panel. Also in doing this we will have to install arc fault breakers for all of the bedrooms due to the fact that it is a new code and arc fault breakers for the bathrooms as well. The price below includes all permits and up dated breakers for the job. This will also help accommodate the new additions being built on the home. Please keep in mind that some of the wires may be too short for the new service and we will run new ones if that are the case.

Additional charge for the work is: \$3,200.00.

Payment will be made as follows: All change order due and payable before work is to begin.

Above work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ Authorizing Signature _____

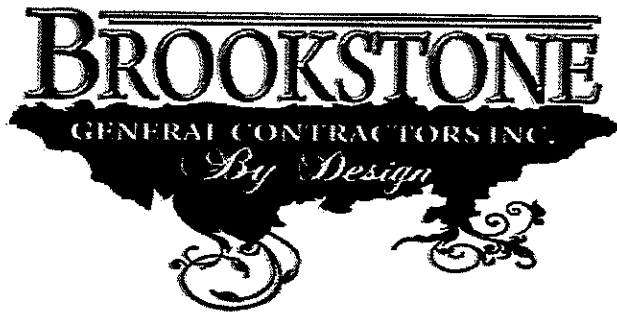
We hereby agree to supply labor and materials to complete the above-specified work, at above state price.

Authorizing Signature *[Signature]* Date April 13, 2015

Change order No. _____ Note: This revision becomes part of and in conformance with the existing contract.

All change orders are due and payable upon signing of the change order

Addition Work Authorization Form



<u>Ron Fritz</u>	<u>330-327-0791</u>	<u>April 5, 2005</u>
Owner's Name	Phone	Date
<u>8193 Glenburn Street N.W.</u>	<u>service cable wire</u>	
Street	Job Description	
<u>North Canton</u>	<u>Ohio</u>	
City	State	

You are authorizing the following specifically described work:

Brookstone G.C. By Design Inc. will be changing the current service underground service cable to upgrade the service to a 200 amp. The old cable will be removed and a new cable will be installed all the way back to the transformer box for the homeowner. It has not been determined yet if the electrician is allowed to make the connection at the existing service box or Ohio Edison does and a tap service fee will be charged. If Brookstone G.C. By Design Inc. is allowed to make the connection no additional fees will be charged at all. If not then the fee from Ohio Edison, which usually is no more than a couple hundred dollars, will be above and beyond the price of the change order. Brookstone G.C. By Design Inc. will be installing the new service line in conduit if the original is not. Brookstone G.C. By Design Inc. feels this is better and helps the wire last longer. The price includes all wire, pipe, and connectors needed also the little miscellaneous things that come up. This also included digging up by hand the original service cable to the home and removing it.

Additional charge for the work is: \$2,857.00

Payment will be made as follows: All change order due and payable before work is to begin.

Above work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ Authorizing Signature _____

We hereby agree to supply labor and materials to complete the above-specified work, at above state price.

Authorizing Signature James Burns

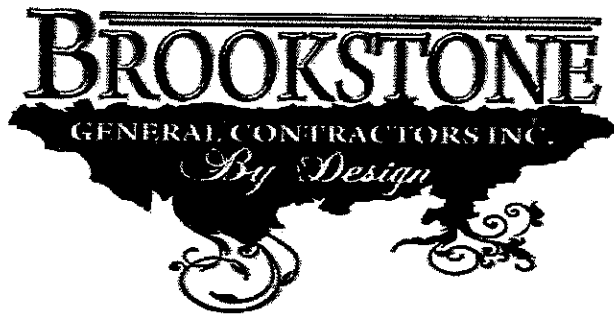
Date April 8, 2015

Change order No. _____

the existing contract.

Note: This revision becomes part of and in conformance with

All change orders are due and payable upon signing of the change order



Ron Fritz	330-327-0791	May 15, 2015
Owner's Name	Phone	Date
8193 Glenburn Street N.W.	Corrected draw schedule and alternate one if desired	
Street	Job Description	
North Canton	Ohio	
City	State	

Brookstone G.C. By Design Inc. has corrected the draw schedule. The one in the contract was missed numbered and was throwing things off. Also there is an alternative one to help speed up the job if desired.

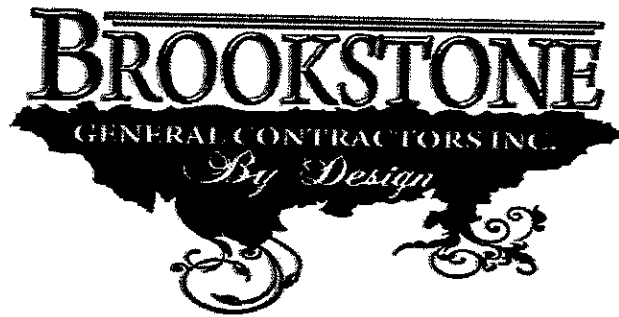
Draw

1. Foundation is complete	\$14,000.00
2. Rough framing is complete	\$ 8,000.00
3. Mechanicals are roughed in.	\$ 8,000.00
4. After the insulation is installed	\$10,000.00
5. After the drywall has been installed	\$ 7,000.00
6. After the priming and painting have been completed	\$ 5,000.00
7. After the trim has been installed	\$ 3,427.00
8. Draw is due at the completion of the job.	\$ 3,427.00

Draw option 2

19,618.00 now then after rough both additions and mechanicals 19,618.00 then after roof siding and windows, 9,809.00 then after drywall is hung 4,904.50 then completion remaining balance of 4,904.50

Addition Work Authorization Form



<u>Ron Fritz</u>	<u>330-327-0791</u>	<u>November 5, 2014</u>
Owner's Name	Phone	Date
<u>8193 Glenburn Street N.W.</u>	<u>Fireplace unit</u>	
Street	Job Description	
<u>North Canton</u>	<u>Ohio</u>	
City	State	

You are authorizing the following specifically described work:

Brookstone G.C. By Design Inc. will be adding a fireplace to the above listed job. This change order is merely just for the cost of the fireplace and not the installation of the unit or the finish around the unit. This fireplace is a 36" unit with a blower and it is a direct vent meaning it does not need a chimney it can be vented directly out the back of the home.

Additional charge for the work is: \$1,338.00

Payment will be made as follows: All change order due and payable before work is to begin.

Above work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date 11-5-2014 Authorizing Signature [Signature]

We hereby agree to supply labor and materials to complete the above-specified work, at above state price.

Authorizing Signature _____ Date _____

Change order No. _____ Note: This revision becomes part of and in conformance with the existing contract.

All change orders are due and payable upon signing of the change order

8390 Manchester Rd.
Canal Fulton, OH 44614

330 7149461

TO

Ron/Diane Fritz
8193 Glenburn st SW
Jackson Ohio

TERMS:

PHONE 330-327-0791	DATE OF ORDER 1/25/16
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER
<input checked="" type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA	
JOB NAME/NUMBER LV6 install	
JOB LOCATION	
JOB PHONE 330-854-2994	STARTING DATE 2/3/16

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
				remove temporary ledger to install LVL = 24", build wall to support trusses, install LVL and hangers, remove temp-wall.
				LVL beam install, was necessary to make structure safe.
				LVL size specified by Trussco engineer.
				Original estimate was \$1,378.17 based on using 11 7/8" LVL x 2 beams, not adequate for load, could of used 3, 18" LVL's, to keep cost down used 2, 24" LVL's.
				The difference in price is \$195.96 more.
				OTHER CHARGES
				install plastic on windows labor only no charge on materials
				TOTAL OTHER 75 00
				LABOR
				HRS. RATE
				AMOUNT
				TOTAL LABOR 500 00
				TOTAL MATERIALS 1,074 13
				TOTAL OTHER 75
				TOTAL 1,649 13
				Thank You
				TAX
				TOTAL 1,649 13

DATE COMPLETED

2/8/16

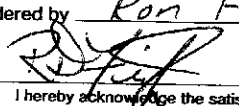
TOTAL MATERIALS

1,074 13

Work ordered by

Ron Fritz

Signature



I hereby acknowledge the satisfactory completion of the above described work.

330 854-1834
330 714-9461

Ron/Diana Fritz
8193 Glenburn St SW
Jackson Ohio

TERMS:

PHONE 330-327-0791	DATE OF ORDER 12/25/15
ORDER TAKEN BY <u> </u>	CUSTOMER'S ORDER NUMBER
<input checked="" type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA	
JOB NAME/NUMBER Same	
JOB LOCATION	
JOB PHONE 330 854 2554	STARTING DATE 1/8/16

[illegible]

Fritz's belongings stored at Jim Burns property

1. Extension ladder
2. Toro Self-propelled Lawn Mower
3. 2 Bicycles
4. 2 Folding camp tables
5. 3 Unopened boxes of Utility Storage Cabinets
6. 1 Work table (2 saw horses, 4 x 4 plywood top and 2 x 6 cross members)
7. 3 sets Saw horses
8. 1 large box American Flyer Trains, cars, track , transformer and misc
9. 1 Raised Toilet – handy assist
- 10.1 Bath Tub/Shower Chair – handy assist
- 11.3 Lawn Chairs
- 12.2 Beach Chairs
- 13.Boxes of Camping equipment (gas Lantern, Kerosene lantern, etc.)
- 14.Boxes Misc.
- 15.Bucket sports equipment (bats, balls, yard toys)

Jim Burns purchased or had in stock for our Home Remodel

(Keeping at his Storage Building until needed on Site)

1. Revised Print of the Remodel – Never Received
2. Gas Fireplace – Purchased (see Work Order and Check)
3. 3 Exterior Coach Lights
4. Freezer
5. Black Storm Door
6. Lamp Post (replace the one he damaged)

Fritz's belongings stored at Jim Burns property

1. Extension ladder
2. Toro Self-propelled Lawn Mower
3. 2 Bicycles
4. 2 Folding camp tables
5. 3 Unopened boxes of Utility Storage Cabinets
6. 1 Work table (2 saw horses, 4 x 4 plywood top and 2 x 6 cross members)
7. 3 sets Saw horses
8. 1 large box American Flyer Trains, cars, track , transformer and misc
9. 1 Raised Toilet – handy assist
10. 1 Bath Tub/Shower Chair – handy assist
11. 3 Lawn Chairs
12. 2 Beach Chairs
13. Boxes of Camping equipment (gas Lantern, Kerosene lantern, etc.)
14. Boxes Misc.
15. Bucket sports equipment (bats, balls, yard toys)
16. BLACK & DECKER WORKMATE
17. WOOD (PLYWOOD-MDF) PANELS

Jim Burns purchased or had in stock for our Home Remodel

(Keeping at his Storage Building until needed on Site)

1. Revised Print of the Remodel – Never Received
2. Gas Fireplace – Purchased (see Work Order and Check)
3. 3 Exterior Coach Lights
4. Freezer
5. Black Storm Door
6. Lamp Post (replace the one he damaged)

October 4, 2014	15,000.00	15,000.00
November 5, 2014	1,338.00	1,338.00
December 11, 2014	14,000.00	14,000.00
March 30, 2015	4,432.78	4,432.78
April 8, 2015	2,857.00	
April 8, 2015	3,200.00	
April 8, 2015	3,200.00	9,257.00
May 29, 2015	5,000.00	
May 29, 2015	5,000.00	
May 29, 2015	5,000.00	
May 29, 2015	4,618.00	19,618.00
June 26, 2015	8,500.00	
June 26, 2015	8,500.00	
June 26, 2015	3,618.00	20,618.00
August 28, 2015	9,800.00	9,800.00
August 28, 2015	1,600.00	1,600.00
	\$95,663.78	\$95,663.78

Ronald D. Fritz
8193 Glenburn St NW
North Canton, OH 44720-5129



Special Rate Check 9010

Date Aug 28 2015
Special rate check expires August 31, 2015

Pay to the Order of Brookstone G.C.

\$ 9800.00

Nine Thousand Eight Hundred Dollars and no/100 Dollars



The Huntington National Bank
Columbus, Ohio 43215

For Draw #3

R.D. Fritz

⑆044000024⑆ 500346442517901035

ENDORSE HERE

x BrookStone GC.
For Deposit only

01350002 0000048820

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION USAGE ONLY

08/29/15 013500020048810

FEDERAL RESERVE BANK REGULATION CC



Security features on this document include a Micro Print
Signature Line and Security Pattern.
Absence of these features may indicate forgery.

Ronald D. Fritz
8193 Glenburn St NW
North Canton, OH 44720-5129



Special Rate Check

9011

Date Aug 28 2015

25-2

440

Special rate check expires August 31, 2015

Pay to the
Order of

Jim Burns

\$ 1,600.00

One Thousand Six Hundred Dollars and no Dollars



The Huntington National Bank
Columbus, Ohio 43215

For Spd

RD Fritz

MP

⑆044000024⑆ 50034644261901135

FEDERAL RESERVE BANK REGULATION CC
Security features on this document include a Micro Print
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Absence of these features may indicate a forgery

ENDORSE HERE

X Jim Burns

01350002 000048850

NOT SIGN / WRITE / STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION USAGE ONLY

08/29/15 013500020048850

Ronald D. Fritz
8193 Glenburn St NW
North Canton, OH 44720-5129

Huntington

Special Rate Check 8894
Date Dec 11 2014
Special rate check expires January 31, 2015, 400

Pay to the Order of Brookstone General Contractor \$ 14,000.00

Fourteen Thousand Dollars & 00/100ths

Huntington
The Huntington National Bank
Columbus, Ohio 43216

For draw #1 Diane R. Fritz MP

1:0440000241: 5003464426#889440

ENDORSE HERE:

X For Deposit only

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION USAGE ONLY

2014-135001715382

FEDERAL RESERVE BANK REGULATION CC

Features of this document include a Microprint
Signature Line and Security Screen.
None of these features may indicate alteration.

Ronald D. Fritz
8193 Glenburn St NW
North Canton, OH 44720-5129




Special Rate Check 9011

Date Aug 28 2015
Special rate check expires August 31, 2015

25-2
440

Pay to the
Order of Jim Burns

\$1,600.00

One Thousand Six Hundred Dollars and no Dollars  Security Features
Detailed on back



The Huntington National Bank
Columbus, Ohio 43215

For Yard

R.D. Fritz

MP

⑆044000024⑆ 5003464426⑈901135

Posted Date	20150831
R/T	44000024
Bank	101
Check	9011
Account	5003464426
Amount	160000
DIN	711415845
Tran. Code	79
Media	MO-
Cr Acct	1012001
RSN	0
Cr DIN	711415223

Ronald D. Fritz
8193 Glenburn St NW
North Canton, OH 44720-5129



Special Rate Check

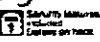
8894

Date Dec 11 2014

Special rate check expires January 31, 2015.

25-2
440

Pay to the Order of Brookstone General Contractor \$14,000.00

Fourteen Thousand Dollars ^{00/100} Dollars 



The Huntington National Bank
Columbus, Ohio 43216

For draw #1

Diane R. Fritz

MP

⑆044000024⑆ 5003464426⑈889440

Posted Date	20141211
R/T	44000024
Bank	101
Check	8894
Account	5003464426
Amount	1400000
DIN	740826597
Tran. Code	79
Media	MO-
Cr Acct	1012001
RSN	0
Cr DIN	740825629

Kristen Douglas

From: Martin J Oravec
Sent: Thursday, March 24, 2016 9:29 AM
To: Kristen Douglas
Subject: check image

Special Rate Check 90
Date Aug 28 2015
Special rate check expires August 31, 2015
\$9800.00
Dollars



Ronald D Fritz
8193 Glenburn St NW
North Canton, OH 44720-5129

Pay to the Order of Brookstone G.C.

Nine Thousand Eight Hundred Dollars and no/100



The Huntington National Bank
Columbus, Ohio 43215

For Draw #3

R.D. Fritz

⑆044000024⑆ 5003464426⑈901035

RONALD D. FRITZ
DIANE R. FRITZ
8193 GLENBURN ST. NW
NORTH CANTON, OH 44720

56-1509/441

1810

Date June 26, 2015

Pay to the order of Brookstone GC \$ 8,500.00
Eight Thousand Five Hundred Dollars

 **Huntington**
huntington.com

Memo

Diane R. Fritz MP

⑆044115090⑆ 02038746606⑆01810

00000001 0000135520

07/01/15 000000010135520

Brookstone GC.
For deposit only

Date: 2015/07/01 CID: 1590-24FEB16 DIN: 730869946
Acct#: 2038746606 Ck#: 1810 Amt: \$ 8500.00

RONALD D. FRITZ
DIANE R. FRITZ
8193 GLENBURN ST. NW
NORTH CANTON, OH 44720

66-1509/441

1811

Date June 26, 2015

Pay to the order of Brookstone GC \$ 8,500.00
Eight Thousand Five Hundred Dollars



Memo

Diane R. Fritz

⑆044115090⑆ 02038746606⑈01811

00000001 0000102580

06/27/15 000000010102580

Brookstone GC.
For deposit only.

Date: 2015/06/29 CID: 1588-24FEB16 DIN: 710480517
Acct#: 2038746606 Ck#: 1811 Amt: \$ 8500.00

RONALD D. FRITZ
DIANE R. FRITZ
8193 GLENBURN ST. NW
NORTH CANTON, OH 44720

66-1509/441

1812

Date June 26, 2015

Pay to the order of Jim Burns \$ 3,618.00
Three Thousand Six Hundred Eighteen

 **Huntington**
huntington.com

Memo

Diane R. Fritz AP

⑆044115090⑆ 02038746606⑆01812

00000001 0000102590

06/27/15 000000010102590

Jim Burns

Date: 2015/06/29 CID: 1589-24FEB16 DIN: 710480513
Acct#: 2038746606 Ck#: 1812 Amt: \$ 3618.00

RONALD D. FRITZ
DIANE R. FRITZ
6193 GLENBURN ST. NW
NORTH CANTON, OH 44720

56-1509/441

1803

Date May 29, 2015

Pay to the order of Jim Burns

\$ 4,618.00

Four Thousand Six Hundred Eighteen Dollars + 00/100's

 **Huntington**
huntington.com

Memo

Diane R. Fritz

⑆0441150901⑆ 02038746606⑆01803

00000001 0000058740

05/29/15 000000010058740

Jim Burns

Date: 2015/05/29 CID: 1585-24FEB16 DIN: 751115490
Acct#: 2038746606 Ck#: 1803 Amt: \$ 4618.00

RONALD D. FRITZ
DIANE R. FRITZ
8193 GLENBURN ST. NW
NORTH CANTON, OH 44720

56-1509/441

1802

Del May 29, 2015

Pay to the order of Brookstone GC \$5,000.00
Five Thousand Dollars + 00/100 Dollars



huntington.com

Memo

Diane R. Fritz

⑆044115090⑆ 02038746606⑈01802

Trusted & Secure

00000001 0000062800

05/30/15 000000010062800

*Brookstone GC
for Leggett & Strong*

Date: 2015/06/01 CID: 1586-24FEB16 DIN: 710063742
Acct#: 2038746606 Ck#: 1802 Amt: \$ 5000.00

RONALD D. FRITZ
DIANE R. FRITZ
8193 GLENBURN ST. NW
NORTH CANTON, OH 44720

88-1509/441

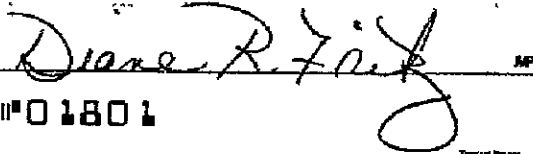
1801

Date May 29, 2005

Pay to the order of Brookstone GC \$ 5,000.00
Five Thousand Dollars & 00/100ths

 **Huntington**
huntington.com

Memo

Diane R. Fritz  MF

⑆044115090⑆ 02038746606⑆01801

00000001 0000058720

05/29/15 0000000 10058720

Brookstone GC
for deposit only

Date: 2015/05/29 CID: 1584-24FEB16 DIN: 751115451
Acct#: 2038746606 Ck#: 1801 Amt: \$ 5000.00

RONALD D. FRITZ
DIANE R. FRITZ
8193 GLENBURN ST. NW
NORTH CANTON, OH 44720

56-1509/441

1800

Due May 29, 2015

Pay to the order of Brookstone GC \$5,000.00
Five Thousand Dollars + 06/100ths Dollars



Memo

Diane R. Fritz

⑆044115090⑆ 02038746606⑈01800

00000001 0000058710

05/29/15 000000010058710

*13 Brookstone GC
for deposit only*

Date: 2015/05/29 CID: 1583-24FEB16 DIN: 751115469
Acct#: 2038746606 Ck#: 1800 Amt: \$ 5000.00

RONALD D. FRITZ
DIANE R. FRITZ
8193 GLENBURN ST. NW
NORTH CANTON, OH 44720

56-1509/441

1792

Date April 8, 2015

Pay to the order of Jim Burns

\$ 3,200.00

Three Thousand Two Hundred

Dollars



Amount in words
must be written on back



huntington.com

Money order change

Diane R. Fritz

MP

⑆044115090⑆ 02038746606⑈01792

Signature Required

04/09/2015 135001767490

Jim Burns

Date: 2015/04/09 CID: 2406-24FEB16 DIN: 740707302
Acct#: 2038746606 Ck#: 1792 Amt: \$ 3200.00

RONALD D. FRITZ
DIANE R. FRITZ
8193 GLENBURN ST. NW
NORTH CANTON, OH 44720

56-1509/441

1780

Date Oct 4, 2014

Pay to the order of Brookstone G.C.

\$ 15,000.00

Fifteen Thousand Dollars and no/100

Dollars



Amount in Words



huntington.com

W. DEPOSIT ON ADDITION

RD Fritz

⑆044115090⑆ 02038746606⑆01780

Trusted Name

For Deposit only
Brookstone G.C. 3022

Date: 2014/10/06 CID: 1548-24FEB16 DIN: 711869783
Acct#: 2038746606 Ck#: 1780 Amt: \$ 15000.00

RONALD D. FRITZ
DIANE R. FRITZ
8193 GLENBURN ST. NW
NORTH CANTON, OH 44720

55-1509/441

1787

Date Nov 5, 2014

Pay to the order of Brookstone GC \$ 1338.00
One Thousand Three Hundred Thirty-Eight



huntington.com

Mr. Fireplace

Diane R. Fritz

⑆044115090⑆ 02038746606⑆01787

11/05/2014 135001609145

For Deposit only
Brookstone GC

Date: 2014/11/05 CID: 1549-24FEB16 DIN: 730795192
Acct#: 2038746606 Ck#: 1787 Amt: \$ 1338.00

